

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the ____, day of January 2014, by and among [REDACTED] (the "Purchaser") and **Christian Emmanuel Sanon and Louis Marie Christiane Sanon** (collectively the "Seller") collectively the "Parties".

RECITALS:

WHEREAS, Seller owns land in Croix des Bouquets, Haiti as depicted by Exhibit "A" of this Agreement which totals approximately 14.25 Hectars (the "Land"), and

WHEARAS, the Purchaser desires to purchase the Land,

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

"Business Day" shall mean a day other than Saturday, Sunday, or any day on which the principal commercial banks located in Haiti are authorized or obligated to close under the Laws of Haiti.

"Laws" shall mean all statutes, laws, ordinances, regulations and other pronouncements of any Governmental Authority having the effect of law of the country of Haiti and any state or any city, county, municipality, department, commission, board, bureau, agency or instrumentality thereof.

"Lien" shall mean any mortgage, pledge, assessment, security interest, lease, sublease, lien, adverse claim, levy, charge, easement (or other matter which would affect title to the Land or the use or possession thereof .

ARTICLE II
PURCHASE AND SALE OF THE LAND; ASSUMPTION OF CERTAIN LIABILITIES;
PURCHASE PRICE; CLOSING

2.1 (a) Sale of Land. Subject to the terms and conditions of this Agreement, and except as otherwise indicated below, the Seller agrees to sell, assign, convey, transfer and deliver to Purchaser and Purchaser agrees (subject to the provisions of Section 2.1(b)) to purchase from the Seller at the Closing the Land.

(b) The Seller shall convey good and marketable title to the Land to Purchaser free and clear of all Liens.

(c) The Purchaser accepts the Land "As Is".

2.2 Purchase Price; Payment at Closing.

(a) The consideration to be paid by Purchaser for the Land (the "Purchase Price") shall be \$725,000.

2.3 Payment. Purchaser shall pay Seller the Purchase Price for the Land as follows:

On the Closing Date US\$25,000 to Me. [REDACTED] and US\$720,000 to be wire transferred to the following coordinates:

Beneficiary Name: Boulder Enterprises III, LLLP
3825 Henderson Blvd
Tampa, Florida 33629
Beneficiary Bank: Bank of America
Account Number: [REDACTED]
SWIFT: [REDACTED]
US Routing Number: [REDACTED]

2.4 Closing Date and Location. The purchase of the Land shall be completed on the ____ day of December 2013 at _____.

2.5 Closing Deliveries. At the Closing, the following closing deliveries shall be made:

(a) Bill of Sale. At the Closing, Seller shall deliver to Purchaser a Bill-of-Sale providing for title of the Land free and clear of all liens.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Parities represent and warrant as of the date hereof and as of the Closing Date as follows:

3.1 Organization, Qualification and Capacity of the Seller.

(a) The Parties are duly organized, validly existing and in good standing under the Laws of the jurisdiction in which they were formed.

3.2 Authorization.

(a) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the powers of the Parties.

(b) This Agreement has been duly and validly executed. This Agreement constitutes, and upon their execution and delivery, legal, valid and binding obligations of the Parities, enforceable against the Parities.

ARTICLE IV NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, delivered by overnight courier, or when emailed to the parties at the following addresses or email addresses:

If to Purchaser:

[REDACTED]

[REDACTED]

If to the Seller:

Dr. Christian Sanon

PO Box [REDACTED]

Tampa, Florida 33601

ChristianSanon@[REDACTED]

And to FredB@[REDACTED]

Any party from time to time may change its address or facsimile number for the purpose of receipt of notices to that party by giving a similar notice specifying a new address or facsimile number to the other notice parties listed above in accordance with the provisions of this Article IV.

**ARTICLE V
MISCELLANEOUS**

.1 Amendment. This Agreement may be modified or amended only by a written instrument duly executed by each of the parties hereto and amends and restates any and all previous agreements entered into between the parties.

.2 Governing Law. This agreement shall be governed and interpreted by the laws of Haiti.

.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, including successors by merger or otherwise.

.4 Further Assurance Clause. On and after the Closing Date, the Seller and Purchaser will take all appropriate action and execute all documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be executed as of the date first above written.

Sellers

Christian Emanuel Sanon

Louis Marie Christiane Sanon

Passport number

Passport number

Date

Date

Witness:

Printed Name & Passport Number

Printed Name & Passport Number

Date

Date

Printed Name & Passport Number

Printed Name & Passport Number

Date

Date

Buyer

Passport Number

Date

Witness:

Printed Name & Passport Number

Date

Printed Name

Date & Passport Number